

REMARKS

Claims 1-19 are pending and remain for consideration.

Claims 18 and 19 are objected to as allegedly being in improper form because a multiple dependent claim cannot depend from a previous multiple dependent claim. The rejection is traversed and reconsideration is respectfully requested.

Claims 18 and 19 were amended in the Preliminary Amendment dated March 30, 2004 so as to remove such multiple dependencies. Therefore, it is respectfully submitted that the objection to these claims is moot.

Claims 1-3, 5, 6, 16 and 17 are rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Lesesky (U.S. Pat. No. 5,917,632). The rejection is traversed and reconsideration is respectfully requested.

Applicant respectfully submits that the data communications coupler disclosed in Lesesky does not anticipate claim 1 of the present application. Claim 1 of the present application recites an optical signal coupling for two vehicles coupled with one another, with a first coupling part fixed to one vehicle and a second coupling part fixed to the other vehicle.

In contrast to this, the optical signal coupling of Lesesky comprises a second coupling part 31, which is fixed to a vehicle (i.e., the trailer) but a first coupling part 21, which is not fixed to a vehicle. Instead, the first coupling part 21 is only configured to be connected to an air hose, which is in turn connected or mounted to a tractor (cf. column 5, lines 26-32).

An important aspect of the claimed invention is that the two coupling parts are fixed to different vehicles. For example, as can be discerned from paragraph [0070] of the published specification of the present application, the coupling parts 10 and 11 can be arranged in coupling heads of a mechanical rail vehicle coupling and thereby be fixed to the respective vehicles. Alternatively, the coupling parts

10 and 11 can be arranged in contact carriers 74 and 76 of a conductive coupling, which contact carriers are provided at the respective vehicles (cf. paragraphs [0062] and [0063], and figure 8), whereby the coupling parts are also fixed to the different vehicles.

Since the vehicles, which are coupled with one another, are never connected totally rigidly with one another, in operation there will be relative movement between the first and the second coupling parts which in ordinary optical signal couplings for vehicles led to heavy attenuation of the optical signals in their transmission from one light conductor to the other (cf. paragraph [0005] of the specification of the present application). An important feature of the present invention is to provide an optical signal coupling which mitigates the attenuation problem involved with the relative movement of the two coupling parts by providing the coupling parts with active elements, as is described in detail in paragraphs [0010] and [0011] of the present specification.

For an anticipation rejection to be appropriate, each and every element or limitation in a rejected claim must be disclosed in a single prior art reference used in the claim rejection. Because Lesesky does not teach or suggest an optical signal coupling for two vehicles coupled with one another including a first coupling part fixed to one vehicle and a second coupling part fixed to the other vehicle, it cannot be maintained that Lesesky anticipates claim 1. Moreover, because claims 2, 3, 5, 6, 16 and 17 each depend from and thereby incorporate the limitations of claim 1, these dependent claims are not anticipated by Lesesky for at least the reasons set forth for claim 1.

Claim 4 is rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Lesesky (U.S. Pat. No. 5,917,632). The rejection is traversed and reconsideration is respectfully requested.

It is also respectfully submitted that claim 4 is not obvious to a person of ordinary skill in the pertinent art in view of Lesesky. Claim 4 ultimately depends

from and thereby incorporates the limitations of claim 1. In order to arrive at the subject matter incorporated into claim 4 from claim 1, one would have to fix the first coupling part 21 of Lesesky directly at the tractor. This is not an obvious measure because in that case the signal coupling 20 of Lesesky could not be coupled and uncoupled any more, since the coupling and uncoupling of the coupling parts 21 and 31 of Lesesky requires a rotation relative to one another around the optical axis, as can be discerned from figure 1 of Lesesky.

In addition, according to column 6, lines 17-23 of Lesesky, the coupling parts 21 and 31 are joined together with a frictional fit between respective elastomeric seals along front portions thereof and with respective interlocking upper and lower flanges which extend outwardly from the respective bodies. Accordingly, the signal coupling 20 of Lesesky would allow absolutely no relative movement between the coupling parts 21 and 31 when it is in its coupled state. However, as mentioned before, a certain degree of tolerance with regard to relative movement is required when the coupling parts are fixed at different vehicles because the vehicles themselves are never completely rigidly connected with one another. Therefore, it would not have been obvious to fix both coupling parts 21 and 31 at respective vehicles in order to arrive at the subject matter of claim 1. In view of the foregoing, it is respectfully submitted that claim 4 is unobvious in view of Lesesky.

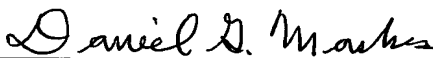
Claims 1-3, 5-9, 13 and 15 are rejected under the judicially created doctrine of obviousness-type double patenting as allegedly being unpatentable over claims 1-11 of Meyer (U.S. Pat. No. 6,883,973). The rejection is traversed and reconsideration is respectfully requested.

A terminal disclaimer is being submitted with this Response. It is therefore respectfully submitted that the double patenting rejection is overcome.

In view of the foregoing, it is respectfully submitted that claims 1-19 are in condition for allowance. All issues raised by the Examiner having been addressed, an early action to that effect is earnestly solicited.

Applicant hereby petitions for a one month extension of time to file this Response. A check in the amount of \$250.00 is enclosed to cover the extension fee (\$120.00) and the terminal disclaimer fee (\$130.00). No additional fees or deficiencies in fees are believed to be owed. However, authorization is hereby given to charge our Deposit Account No. 13-0235 in the event any such fees are owed.

Respectfully submitted,

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